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*Admitted Pro Hac Vice*

*Attorneys for Plaintiff National Produce Trading Company, LLC*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

NATIONAL PRODUCE TRADING  
COMPANY, LLC,

Plaintiff,

vs.

HENDERSON FOODS, INC. T/A TIERRA  
PRODUCE, ALKO GREEN FRESH LLC  
D/B/A TIERRA PRODUCE DEPOT A/T/A  
TIERRA PRODUCE, LAS VEGAS FOOD  
DISTRIBUTOR LLC T/A TIERRA  
PRODUCE, GILBERTO BLANCO,  
SALVADOR CASTRO, MARIA CASTRO,  
JESUS MENDEZ, JORGE ALEJANDRO  
ORTEGA MEDINA and ALICIA ORTEGA  
MEDINA,

Defendants.

CASE NO.: 2:21-cv-02035-APG-BNW

**STIPULATION AND ORDER**

Plaintiff National Produce Trading Company, LLC (“National Produce” or “Plaintiff”) and  
defendants Henderson Foods, Inc. trading as Tierra Produce (“Tierra”), Alko Green Fresh LLC doing

1 business as Tierra Produce Depot also trading as Tierra Produce (“Alko”), Las Vegas Food Distributor  
2 LLC trading as Tierra Produce (“LVFD”), Salvador Castro (“S. Castro”) and Jorge Alejandro Ortega  
3 Medina (“J. Ortega”) (Tierra, Alko, LVFD, S. Castro and A. Ortega are collectively, “Defendants”)  
4 (Plaintiff and Defendants are collectively, the “Parties”), by and through their undersigned attorneys,  
5 agree and stipulate to the following:

6  
7 1. Plaintiff is a qualified trust creditor and beneficiary under the provisions of the  
8 Perishable Agricultural Commodities Act, 7 U.S.C. § 499a, *et seq.* (“PACA”), of Defendants,  
9 jointly and severally, for a debt in the principal amount of \$174,120.00, plus accrued interest at the  
10 rate of 18% *per annum* through November 24, 2021 in the amount of \$3,767.32 and reasonable  
11 attorneys’ fees and legal expenses incurred by Plaintiff through November 18, 2021 in the amount of  
12 \$19,066.50 for a total debt under PACA in the amount of \$196,953.82 (the “PACA Trust Debt”).

13  
14 2. For full and final satisfaction of Plaintiff’s claims, subject to the terms and  
15 conditions of this Stipulation and Order, Defendants shall pay to Plaintiff the sum of \$193,186.50  
16 (the “Settlement Amount”) as follows: (a) the sum of \$10,000.00 on or before November 24, 2021  
17 (the “Initial Payment”); (b) the sum of \$40,000.00 on or before December 3, 2021; and (c) monthly  
18 installments of \$50,000.00 each commencing on January 3, 2021 and continuing on the 3rd day of  
19 each month until the Settlement Amount is paid in full. All payments to be made under this  
20 Stipulation and Order shall be paid so as to be received on or before 3:00 PM Eastern Time on the  
21 date due, TIME BEING OF THE ESSENCE. All payments to be made pursuant to this Stipulation  
22 and Order shall be paid by, bank check, wire transfer or ACH according to separately provided  
23 wire instructions.

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25 3. On or before 3:00 PM Eastern Time on November 24, 2021, Alko shall cause to be  
26 delivered to Plaintiff’s attorney the following documents regarding the assets of Alko and those of  
27 its subsidiaries and related companies: (a) most recent balance sheets and profit/loss statements; (b)  
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1 all accounts receivable records showing all funds collected by or on behalf of Alko in the last sixty  
2 days in addition to all records showing accounts receivable currently outstanding, including names,  
3 addresses, amounts and other documentation such as invoices and account statements; and (c) true  
4 and complete copies of bank account statements for all accounts belonging to Alko for the last three  
5 months (collectively, the “Financial Records”).

6  
7 4. In the event Defendants default in any of their payment obligations as set forth in  
8 Paragraph 2 above, or if Defendants fail to timely deliver the Financial Records, Defendants shall  
9 have the right to cure such default by paying the amount due, or delivering the Financial Records,  
10 within three days after notice of such default is sent to Defendants’ counsel, Judah Zakalik, via  
11 email at jz@pandalawfirm.com. Notwithstanding the foregoing, Defendants’ right to cure a  
12 default as provided hereinabove shall be limited to one such occurrence, and this provision is of  
13 the essence. In the event that a default occurs because the funds necessary to honor the payment  
14 are unavailable or insufficient for any reason, Defendants’ curative payment shall include all  
15 charges assessed by any financial institution as a consequence of the unavailability of the required  
16 funds.

17  
18 5. In the event Defendants default in their payment obligations as set forth in  
19 Paragraph 2 above, or if they default in timely delivering the Financial Records, and Defendants  
20 either fail to cure such default or are not allowed to cure such default pursuant to Paragraph 4  
21 above, then upon the filing with the Court of a declaration as to such default by Plaintiff’s attorney,  
22 with a copy to Defendants’ counsel via email at the addresses set forth in Paragraph 4, this Court  
23 shall immediately enter a Final Order and Judgment in a form substantially similar to the one  
24 attached hereto as Exhibit A. The judgment amount prescribed in the Final Order and Judgment  
25 in favor of Plaintiff and against Defendants, jointly and severally, shall be the amount of the PACA  
26 Trust Debt set forth in Paragraph 1 above plus any additional attorneys’ fees and costs incurred by  
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1 Plaintiff following the date of this Stipulation and Order, plus all interest accrued at the rate of  
2 18% *per annum*, less any payments made to Plaintiff pursuant to this Stipulation and Order.

3 6. In the event Defendants pay the Settlement Amount in full as contemplated herein,  
4 Plaintiff shall cause to be filed with the Court a stipulation and notice of dismissal with prejudice  
5 in a form substantially similar to the version annexed hereto as Exhibit B within three business  
6 days of the receipt and clearing of the final payment. In the event Defendants default in their  
7 payment obligations, Exhibit B shall be deemed *void ab initio* and of no force or effect.  
8

9 7. The Parties' agreement to the payments set forth in Paragraph 2 above is without  
10 prejudice to Plaintiff's standing as qualified PACA trust creditor and beneficiary as set forth in  
11 Paragraph 1 above and nothing herein shall be deemed a waiver of those rights as contemplated  
12 by 7 C.F.R. § 46.46(c)(2) and 7 C.F.R. § 46.46(e)(3). The original credit terms between the Parties  
13 are not intended to be modified, nor are they modified by this Stipulation and Order. Nothing  
14 herein shall be deemed, interpreted or otherwise construed as an extension of credit by Plaintiff to  
15 Defendants, nor as a waiver of Plaintiff's rights under the PACA statutory trust as set forth in 7  
16 U.S.C. § 499e(c), and Plaintiff's rights under this Stipulation and Order are in addition to their  
17 rights under the trust.  
18

19 8. Without altering or limiting any other provision of this Stipulation and Order,  
20 Plaintiff (and their counsel) and Defendants (and their counsel) shall each: (a) cooperate with the  
21 other in good faith; and (b) timely execute and deliver such documents and other things as may be  
22 necessary to effectuate the provisions of this Stipulation and Order, including but not limited to  
23 entry of judgment as contemplated herein.  
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25 9. No delay or failure by either Party to exercise any right under this Stipulation and  
26 Order, and no partial or single exercise of any right, shall constitute a waiver of that or any other  
27 right, unless stated otherwise in writing.  
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1           10. This Stipulation and Order may be executed by the Parties, or by the Parties'  
2 authorized counsel acting with active authority from their principals, in Counterparts, and  
3 collectively all signed Counterparts represent one agreement. Facsimile or electronic signatures  
4 shall be deemed originals for all purposes.

5           11. The Parties acknowledge having had a sufficient opportunity to discuss this  
6 Stipulation and Order with their respective attorneys and having availed themselves of that  
7 opportunity to the extent they desired to do so.

8           12. Plaintiff's counsel shall file a notice advising the Court of the receipt and clearing  
9 of the Initial Payment, at which time the TRO shall be deemed dissolved without further order of  
10 the Court.

11           13. This action shall be stayed, and the Court shall retain jurisdiction over this action  
12 and the Parties, during the pendency of the application of this Stipulation and Order in order to  
13 enforce the terms and conditions hereof. All dates and deadlines imposed by operation of the  
14 Federal Rules of Civil Procedure or prior orders of this Court are adjourned *sine die*.

15           14. The hearing scheduled for November 24, 2021 at 9:00 AM is hereby cancelled.

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1           15.     This Stipulation and Order constitutes the entire understanding of the Parties and  
2 may not be changed unless in a written agreement signed by all parties or their representatives.

3           IT IS SO AGREED AND APPROVED AS TO FORM AND CONTENT:

4           Dated this 23rd day of November, 2021.

5           McCarron & Diess  
6           Attorneys for Plaintiff

Peters and Associates, LLP  
Attorneys for Defendants  
Alko Green Fresh LLC, Las Vegas Food  
Distributor LLC, Salvador Castro and  
Jorge Alejandro Ortega Medina

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8  
9           By: 

10           Gregory Brown  
11           576 Broadhollow Road, Suite 105  
12           Melville, New York 11747  
13           (631) 425-8110  
14           gbrown@mccarronlaw.com

By: 

Judah Zaklik  
6173 S Rainbow Boulevard  
Las Vegas, Nevada 89118  
(702) 507-6990  
jz@pandalawfirm.com

15           **SO ORDERED:**

16           SIGNED AND ENTERED this 23rd day of November, 2021.

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18           Andrew P. Gordon  
19           UNITED STATES DISTRICT JUDGE  
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## **EXHIBIT A**

NATIONAL PRODUCE TRADING  
COMPANY, LLC,

Plaintiff,

vs.

HENDERSON FOODS, INC. T/A TIERRA  
PRODUCE, ALKO GREEN FRESH LLC  
D/B/A TIERRA PRODUCE DEPOT A/T/A  
TIERRA PRODUCE, LAS VEGAS FOOD  
DISTRIBUTOR LLC T/A TIERRA  
PRODUCE, GILBERTO BLANCO,  
SALVADOR CASTRO, MARIA CASTRO,  
JESUS MENDEZ, JORGE ALEJANDRO  
ORTEGA MEDINA and ALICIA ORTEGA  
MEDINA,

Defendants.

CASE NO.: 2:21-cv-02035-APG-BNW

**FINAL ORDER AND JUDGMENT**

**THIS MATTER** having come before the Court on Plaintiff's application for a Final Order and Judgment; and it appearing that pursuant to the terms of the Stipulation and Order previously filed in this action, this Court is to enter this Final Order and Judgment immediately upon the filing of a declaration by Plaintiff's attorney which states that payment has not been made by Defendants as required by the Stipulation and Order and Defendants have failed to cure the default in payment; and it appearing that Plaintiff's attorney has filed such a declaration and that Defendants have failed to make payment and to cure that default in accordance with the Stipulation and Order; and for good cause shown;

IT IS on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_,

**ORDERED, ADJUDGED, AND DECREED** that plaintiff National Produce Trading Company, LLC is a qualified trust creditor and beneficiary under the provisions of the Perishable Agricultural Commodities Act, 7 U.S.C. § 499a *et seq.* ("PACA"), of defendants Henderson Foods, Inc. trading as Tierra Produce ("Tierra"), Alko Green Fresh LLC doing business as Tierra Produce Depot also trading as Tierra Produce ("Alko"), Las Vegas Food Distributor LLC trading as



1 Tierra Produce (“LVFD”), Gilberto Blanco (“Blanco”), Salvador Castro (“S. Castro”), Maria Castro  
2 (“M. Castro”), Jesus Mendez (“Mendez”), Jorge Alejandro Ortega Medina (“J. Ortega”) and Alicia  
3 Ortega Medina (“A. Ortega”) (Tierra, Alko, LVFD, Blanco, S. Castro, M. Castro, Mendez, J. Ortega  
4 and A. Ortega are collectively, “Defendants”), jointly and severally, for a debt in the amount of  
5 \$\_\_\_\_\_, plus interest at the rate of 18% *per annum* in the amount of \$\_\_\_\_\_ and  
6 reasonable attorneys’ fees, for a total judgment amount of \$\_\_\_\_\_ under the trust provisions  
7 of the PACA, 7 U.S.C. § 499e(c); and it is further  
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9  
10 **ORDERED** that Defendants shall, within five business days of service of this Order,  
11 turnover any and all funds realized from the sale of produce or products derived from produce in  
12 their possession to McCarron & Diess, attorneys for Plaintiff, located at 576 Broadhollow Road,  
13 Suite 105, Melville, New York, 11747, for distribution to Plaintiff; and it is further

14 **ORDERED** that any and all funds belonging to Defendants, in the possession of third  
15 parties, shall be immediately turned over to McCarron & Diess, attorneys for Plaintiff, located at  
16 576 Broadhollow Road, Suite 105, Melville, New York, 11747, for distribution to Plaintiff; and  
17 it is further  
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19 **ORDERED** that any and all funds owed to Defendants shall be paid directly to McCarron  
20 & Diess, attorneys for Plaintiff, located at 576 Broadhollow Road, Suite 105, Melville, New York,  
21 11747, when due for distribution to Plaintiff; and it is further

22 **ORDERED** that Defendants shall supply to Plaintiff’s attorney, within five days of the  
23 date of this Order, any and all documents in their possession, custody or control which reflect or  
24 relate to the assets and liabilities of Defendants and their related and subsidiary companies,  
25 including, but not limited to, the most recent balance sheets, profit/loss statements, accounts  
26 receivable reports, accounts payable reports, accounts paid records, bank account statements and  
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1 income tax returns.

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3 SIGNED AND ENTERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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5 \_\_\_\_\_  
6 Andrew P. Gordon  
7 UNITED STATES DISTRICT JUDGE  
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**EXHIBIT B**

NATIONAL PRODUCE TRADING  
COMPANY, LLC,

Plaintiff,

vs.

HENDERSON FOODS, INC. T/A TIERRA  
PRODUCE, ALKO GREEN FRESH LLC  
D/B/A TIERRA PRODUCE DEPOT A/T/A  
TIERRA PRODUCE, LAS VEGAS FOOD  
DISTRIBUTOR LLC T/A TIERRA  
PRODUCE, GILBERTO BLANCO,  
SALVADOR CASTRO, MARIA CASTRO,  
JESUS MENDEZ, JORGE ALEJANDRO  
ORTEGA MEDINA and ALICIA ORTEGA  
MEDINA,

Defendants.

CASE NO.: 2:21-cv-02035-APG-BNW

**STIPULATION AND NOTICE OF  
VOLUNTARY DISMISSAL WITH  
PREJUDICE AND WITHOUT COSTS  
AS TO ALL DEFENDANTS**

**IT IS HEREBY STIPULATED AND AGREED**, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), between plaintiff National Produce Trading Company, LLC (“National Produce” or “Plaintiff”) and defendants Henderson Foods, Inc. trading as Tierra Produce (“Tierra”), Alko Green Fresh LLC doing business as Tierra Produce Depot also trading as Tierra Produce (“Alko”), Las Vegas Food Distributor LLC trading as Tierra Produce (“LVFD”), Salvador Castro (“S. Castro”) and Jorge Alejandro Ortega Medina (“J. Ortega”) (Tierra, Alko, LVFD, S. Castro and A. Ortega are collectively, the “Settlement Defendants”), by and through undersigned counsel, that Plaintiff’s claims against the Settlement Defendants are hereby dismissed in their entirety with prejudice and without costs to either side.

**PLEASE TAKE NOTICE**, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i), that Plaintiff, by and through undersigned counsel, hereby voluntarily dismisses its claims against defendants Gilberto Blanco (“Blanco”), Maria Castro (“M. Castro”), Jesus Mendez (“Mendez”) and Alicia Ortega Medina (“A. Ortega”) (Blanco, M. Castro, Mendez and A. Ortega are collectively, the “Non-Settling Defendants”), in their entirety with prejudice and without costs to either side.

1  
2 Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

3 McCarron & Diess  
4 Attorneys for Plaintiff

Peters and Associates, LLP  
Attorneys for Defendants  
Alko Green Fresh LLC, Las Vegas Food  
Distributor LLC, Salvador Castro and  
Jorge Alejandro Ortega Medina

6  
7 By: \_\_\_\_\_  
8 Gregory Brown  
9 576 Broadhollow Road, Suite 105  
10 Melville, New York 11747  
11 (631) 425-8110  
12 gbrown@mccarronlaw.com

By: \_\_\_\_\_  
Judah Zaklik  
6173 S Rainbow Boulevard  
Las Vegas, Nevada 89118  
(702) 507-6990  
jz@pandalawfirm.com

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15 SIGNED AND ENTERED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Andrew P. Gordon  
UNITED STATES DISTRICT JUDGE